

# **ADDENDUM 01 / REVISION 01**

## **CITY OF NORMAN NORTH BASE COMPLEX - PHASE 1 NORMAN, OKLAHOMA**

GSB PROJECT NO. 191650

May 19, 2022

PREPARED BY



405.848.9549

[GSB@GSB-INC.COM](mailto:GSB@GSB-INC.COM)

3555 N.W. 58TH STREET, SUITE 700W  
OKLAHOMA CITY, OK 73112

**ADDENDUM 01 / REVISION 01**  
for  
**CITY OF NORMAN**  
**NORTH BASE COMPLEX - PHASE 2**  
**NORMAN, OKLAHOMA**  
GSB Project No. 191650

May 19, 2022

Addendum No. 01 / Revision No. 01

This Addendum forms a part of the Contract Documents and modifies the original bid documents. Items not specifically revised by this addendum remain in effect. Bidder shall acknowledge receipt of this Addendum on Bid Form. The following specifications and drawings as dated shall replace previously issued documents.

## **GENERAL ITEMS**

### **Item 01 – Extension of Bid Date:**

The date for the opening of bids for this project is hereby extended by fourteen (14) days to **Thursday, June 02, 2022 at 2:00 PM**. Bids will be accepted in the Office of the Purchasing Division, 201 West Gray Street, Building C, Norman, Oklahoma 73069, until **2:00 PM on Thursday, June 02, 2022** at which time and place they shall be publicly opened and read aloud in the Council Chambers – Municipal Building 201 West Gray Street, Norman, Oklahoma 73069. A Revised Notice to Bidders is attached.

### **Item 02 – Extension of Bid Question Deadline Date:**

The date for the submission of questions via consolidated e-mails by General Contractors is hereby extended to **Thursday, May 26, 2022 at 2:00 PM**. Submit questions via consolidated e-mails to Michael Segroves, AIA / AICP at the following address: [msegroves@gsb-inc.com](mailto:msegroves@gsb-inc.com).

### **Item 03 – Modification of Pre-Bid Attendance Requirements:**

The Owner has waived the requirement for attendance for the mandatory pre-bid meeting that was held on **May 16, 2022**, at the City Council Chambers – City of Norman Municipal Building. A second pre-bid meeting will be held via Microsoft Teams at this link | [Pre-Bid Conference](#) | at **2:00 PM on May 25, 2022**. Bidders are **HIGHLY ENCOURAGED** to have representation at this meeting as this will be the Bidder's opportunity to ask formal questions to be responded to via Addendum. Also, attached, please find the attendance sign in sheet for the meeting that was conducted by the Architect & Owner at the time & date mentioned above.

### **Item 04 – CAD Release Forms:**

Attached are CAD release forms for the Architect and major Consultants. Bidders wishing to obtain CAD files for the preparation of their bid proposals may complete these forms and return them to Michael Segroves AIA / AICP at the following address: [msegroves@gsb-inc.com](mailto:msegroves@gsb-inc.com)

### **Item 05 – Clarification of Requirements for Steel Fabricators:**

Contractor Question: *Can the AISC Certification for Steel Fabricators be waived in lieu of 3<sup>rd</sup> Party inspections to be performed during fabrication?*

Engineer / Architect Response: *The fabricator must meet one of the following conditions:*

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD. Not less than 5 years of experience in fabrication of structural steel. OR*
- B. The AISC Certification may be waived if special inspections of fabricated steel members are performed in the shop during fabrication as required per IBC Section 1704.2.5.*

**END OF ADDENDUM 01 / REVISION 01**

## NOTICE TO BIDDERS – REVISED MAY 20, 2022

### INVITATION TO BID NUMBER 2122-67

Notice is hereby given that the City of Norman, Oklahoma, will receive sealed bids in the Office of the City Controller, Purchasing Division of the City of Norman, located at 201 West Gray Street, Building C, Norman, Oklahoma 73069, **until 2:00 PM, local time, on Thursday, the 2nd day of June 2022** for the following Project:

#### NORTH BASE COMPLEX, PHASE 2

The City of Norman, Oklahoma will open sealed bids at 201 West Gray Street, Norman, Oklahoma 73069, in a room to be determined at 2:00 PM on June 2, 2022. Bids will not be accepted after 2:00 PM.

This Project includes, but is not limited to, construction of a new 4,730 SF structure for use as a transit and fleet vehicle wash facility. Sitework includes, but is not limited to, the following: clearing and grubbing, excavation, subgrade modification, trenching, site grading, building pad, paved drives, paved parking, pedestrian paving, utilities, site lighting, storm drainage, and landscaping. Building construction includes, but is not limited to, the following: concrete foundations, termite pre-treatment, concrete floor slabs, tilt-up concrete walls, structural steel roof framing, metal deck, metal stairs and walkways, standing seam metal roofing, fiberglass doors and frames, sectional doors, door hardware, central vacuum system, vehicle washing systems, plumbing, unit heaters, lighting, electrical systems, and access control.

Bidders attention is particularly called to the utilization of Federal Transit Administration (FTA) funding for this project. This Project will be subject to all applicable regulations from the granting agency including payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

**Bidders attention is called to a MANDATORY PRE-BID CONFERENCE to be conducted via Microsoft Teams video conferencing platform on Wednesday, May 25, 2022, at 2:00 PM.**

Internet link to join Pre-Bid Conference:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NjZmZjE5NDgtOGNmMS00Y2FILTkzMjUtYjA0MWI3NmVkNTI4%40thread.v2/0?context=%7b%22Tid%22%3a%2283c48263-7c46-45d6-811b-c03e43dc54bd%22%2c%22Oid%22%3a%22f08bcee4-6dcc-432d-93d6-5a4f7d4082a1%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjZmZjE5NDgtOGNmMS00Y2FILTkzMjUtYjA0MWI3NmVkNTI4%40thread.v2/0?context=%7b%22Tid%22%3a%2283c48263-7c46-45d6-811b-c03e43dc54bd%22%2c%22Oid%22%3a%22f08bcee4-6dcc-432d-93d6-5a4f7d4082a1%22%7d)

The Pre-Bid Conference held May 16, 2002 at the City of Norman Offices is considered non-mandatory.

Project Documents including Plans and Specifications may be obtained from GSB, Inc., 3555 NW 58th Street, Suite 700W, Oklahoma City, OK 73112. Contact:

- Michael Segroves, AIA / AICP  
(405) 848-9549  
[msegroves@gsb-inc.com](mailto:msegroves@gsb-inc.com)

A complete set of Bid Documents may be obtained at the above described location upon remitting a **\$325.00 Non-Refundable Fee**. Electronic versions can be provided via downloadable website for no fee.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.



## WAIVER, RELEASE AND INDEMNITY AGREEMENT (Requestor)

Whereas, **GSB, Inc.** (hereinafter "Architect") has utilized certain electronic media including, but not limited to Revit, AutoCAD, and PDF files in preparation of drawings for the City of Norman - North Base Complex – Phase 1 project (hereinafter "Project"); and

Whereas, \_\_\_\_\_ (hereinafter "Requestor") desires to obtain, solely for use on the Project, an electronic copy of the Architect's computer-generated drawings or other data (hereinafter "Electronic Media"); and

Whereas, Architect is willing to provide the requested Electronic Media for the convenience of the Requestor only under certain express conditions of understanding, acknowledgment and covenants of protection, which the Requestor accepts without reservation and covenants as hereinafter provided without qualification.

Now Therefore, Architect and Requestor agree as follows:

1. **ACKNOWLEDGEMENT AND LIMITATIONS:** It is acknowledged that (1) Architect's instruments of professional services are the hard copy drawings and specifications issued and sealed by Architect (hereinafter "Instruments"), (2) the Electronic Media are not substitutions for said Instruments, (3) differences may exist between said Instruments and the Electronic Media which Architect is under no obligation to discover or disclose, (4) the Electronic Media may be incompatible with Requestor's software and hardware configurations, (5) The Electronic Media have not been verified for compliance with the field conditions Owner or Requestor may encounter, (6) Architect assumes no duty to verify variances from existing field conditions or to advise Owner or Requestor of differences if known to Architect. In all ways, including those enumerated, the Requestor accepts the Electronic Media "as is" and Architect is under no obligation to correct, update for changes, enhance or maintain the Electronic Media for the Requestor. Architect does not represent or warrant that the Electronic Media are complete, free from defects, or are accurate now or in the future.

2. **WAIVER AND RELEASE:** The Requestor on its own behalf and on behalf of each subcontractor that is provided the Electronic Media, accepts all risk of incomplete, inaccurate, defective and variant information contained in the Electronic Media, and waives, quits, and forever discharges and releases Architect, Architect's consultants and their officers, directors, employees and successors from every claim arising out of or related to any error, discrepancy, inaccuracy, variation or other defect in the Electronic Media, whether or not resulting in whole or in part from an act, error or omission of Architect and whether or not such claim is known or unknown as of the date of this waiver and release.

3. REUSE: The Electronic Media is not reusable for any other project or for additions or extensions of the Project identified in the Electronic Media. Any use of the Electronic Media by Requestor or by others shall be at the user's sole risk and shall be without legal liability to Architect or Architect's consultants.

4. REPUBLICATION: Requester agrees that in the event any republication or duplication of the Electronic Media occurs in any form including any part of shop drawings and submittals Requester is obligated to furnish for the Project, then, Requester assumes all the risk of error, variance or omission in the Electronic Media, and Requester waives, forever discharges, releases and covenants he will assert no claim against Architect and Architect's consultants and shall interpose no defense against any of them based on or arising out of the Electronic Media or any defect, error, variance or omission therein, whether or not resulting from Architect's or Architect's consultants' act, error, omission or negligence.

5. INDEMNIFICATION: Use of the Electronic Media shall be at the sole risk of the Requestor and without liability or legal exposure to the Architect, Architect's Consultants, or their officers, directors, employees and successors; further, the Requestor shall, to the fullest extent permitted by law, defend, indemnify and hold the Architect, Architect's Consultants, and their officers, directors, employees and successors harmless from all claims, damages, including bodily injury or death, losses and expenses, including attorney's fees, arising out of or resulting in whole or in part from the use of the Electronic Media.

6. NOT A SALE: Whether or not Owner or Requestor has paid Architect or Architect's consultants any compensation or expenses for release of the Electronic Media, the release shall not be deemed a sale of the Electronic Media, the data therein, or drawings and specifications that may be printed therefrom. Architect and Architect's consultants make no warranties, either express or implied, respecting the Electronic Media, including without limitation warranties of merchantability or suitability for a particular purpose.

7. COPYRIGHT RESERVED: Architect and Architect's consultants shall retain all common law, statutory law, and other rights, including copyrights and all other intellectual property rights to the Electronic Media, and release of copies to Requestor shall not be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. Requestor is granted no ownership rights in the Electronic Media or Architect's or Architect's consultant's Instruments.

8. DISPUTES: Due to the risk of damage, anomalies in transcription or copying and modification during use by the Requestor whether intended or otherwise, it is agreed that the Architect's archived copy of the Electronic Media if Architect chooses to maintain the same shall be conclusive, irrebuttable proof in all disputes over the content of the Electronic Media furnished to the Requestor by this Agreement.

9. APPLICABLE LAW AND FORUM SELECTION: This agreement shall be construed in accordance with the laws of the State of Oklahoma. The parties hereto mutually agree and understand that any litigation arising out of this Waiver Release and Indemnity Agreement shall be filed in the state or federal court having jurisdiction within the State of Oklahoma which the parties agree has subject matter and personal jurisdiction.

10. PRIOR APPROVAL OF OWNER: No Electronic Media may be released to Requestor and Architect shall have no obligation to release data unless and until the Owner of the Project has agreed to such release under terms acceptable to Architect.

Wherefore, the parties have signed this Release, Waiver and Indemnity Agreement on **the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

Requestor:

\_\_\_\_\_

Architect:

GSB, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## AGREEMENT FOR TRANSFER OF INFORMATION IN DIGITAL FORMAT

By and Between: **Johnson & Associates, Inc.**, (ENGINEER) and RECIPIENT.

The enclosed electronic media is provided pursuant to your request and is for your limited use in connection with design, construction, occupancy and use of the Project(s). In no event shall the information be used for any other purpose or be released to third parties without the written consent of ENGINEER. In the event of a discrepancy between the hard copy and this electronic media at delivery or in the future, the hard copy shall govern. ENGINEER hereby disclaims any and all liability for the consequences from use of the electronic media and makes no warranty or guarantee of accuracy. RECIPIENT shall assume full responsibility for the uses and consequences of the electronic media.

Any use or reuse of original or altered electronic files by RECIPIENT or others will be at RECIPIENT'S risk and full legal responsibility. Furthermore, RECIPIENT will indemnify and hold harmless ENGINEER from any and all claims, suits, liability, demands or costs arising out of the information contained in this file(s). ENGINEER hereby disclaims any and all responsibilities from any results obtained in use of this file(s) and does not guarantee the accuracy of the electronic information once it leaves the office of ENGINEER.

It is agreed that ENGINEER has and retains ownership of the electronic media. ENGINEER does not warrant or guarantee that the electronic data is compatible with RECIPIENT'S computer hardware or software, and ENGINEER'S responsibility for the electronic media is limited to replacement of defective media for a period of thirty (30) days after delivery to RECIPIENT.

The hereunto referred electronic file is a product of ENGINEER and any use or reuse of the information is prohibited without the written consent of ENGINEER as described below:

The electronic file described as: C3.0 – C 3.1, C4.0 – C4.3, C5.0 – C5.4, DP1

with electronic file name(s): 4422-DEMO.DWG, 4422-SITE.DWG, 4422-GRAD.DWG & 4422-SITE.DWG

is authorized for the purpose of: Construction Reference

Authorized:

By: 

Name:

Firm: **JOHNSON & ASSOCIATES, INC.**

Date: 9.10.2020

Accepted:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_



## **ELECTRONIC DOCUMENT DISCLAIMER AND INDEMNITY AGREEMENT**

The Electronic Documents (Documents) listed below are furnished by Wallace Engineering-Structural Consultants, Inc. for the convenience of \_\_\_\_\_. Recipient agrees to be bound by the terms of this Disclaimer and Indemnity Agreement. If Recipient does not agree to be bound, Recipient shall immediately return the Documents to Wallace Engineering and shall make no use of them. Use of the Documents, including but not limited to copying or using the Documents for reference signifies acceptance of the Agreement whether or not the Agreement is signed or acceptance is signified by any other means.

Recipient's use is at its own risk. Wallace Engineering shall have neither a duty nor responsibility for the acts, errors, or omissions of Recipient or other consultant. It is the responsibility of the Recipient to independently determine, verify, and check the accuracy of all building code requirements, engineering calculations, measurements, quantities, dimensions and elevations prior to construction.

The Documents are furnished without warranty or guarantee, express, implied, or statutory, as to the accuracy, reliability, suitability, or fitness for a particular purpose. No Documents released under this Agreement will be signed or sealed. Only signed and sealed documents shall be considered contract documents for construction purposes. Wallace reserves the right to remove the title block. Recipient agrees to accept the Documents "as-is". The Documents may vary from any printed documents previously or subsequently released. Wallace shall have no duty to identify variances with any printed, issued documents or update the Documents. Wallace Engineering is not responsible for any errors caused by the conversion of the Documents from Revit (Autodesk) to AutoCAD (Autodesk), by transmission of the Documents, by the Recipient's software or computer systems, or by use of the Documents.

The Recipient agrees, to the fullest extent permitted by law, to indemnify and hold harmless Wallace Engineering, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or alleged to arise from the use of the Documents, including without limitation, damages, liabilities or costs (including reasonable attorneys' fees and defense costs) alleged to result from Wallace Engineering's negligent, acts, errors or omissions in connection with the Documents. In no event shall Wallace Engineering be liable for, and Recipient expressly waives, the right to recover indirect or consequential damages as a consequence of the use or reuse of the Documents.

The Documents are and shall remain Wallace's intellectual property and are not products. Delivery of the Documents shall not be deemed a transfer of Wallace's intellectual property, including without limitation, any copyright. Under no circumstances shall delivery of the Documents to Recipient be deemed a sale by Wallace Engineering, and no warranties, either express or implied, of merchantability and fitness for any particular purpose is given. Transfer of the Documents does not transfer any license to use the underlying software.

### **LIST OF DOCUMENTS**

**RECIPIENT'S USE OF THIS INFORMATION SIGNIFIES ACCEPTANCE OF THE TERMS OF THIS AGREEMENT WHETHER OR NOT RECIPIENT HAS SIGNED THE AGREEMENT.**

Please sign, date and return one copy.

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_



**ALLEN**  
CONSULTING  
INCORPORATED

110 N. Mercedes Dr  
Norman, OK 73069  
(405) 447-2282  
acimep.com

Engineering, Planning and Energy Consultants

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## GRAPHIC FILES AGREEMENT

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

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The undersigned has requested Allen Consulting, Inc. (ACI) to provide copies of the graphic files for the **(Project Name)** to assist in the preparation of shop drawings and coordination drawings. In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by ACI, **(Contractor)** covenants and agrees that all such drawings and data are instruments of service of ACI, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The electronic files submitted by ACI to **(Contractor)** are submitted for an acceptance period of 30 days. Any defects **(Contractor)** discovers during this period will be reported to ACI and will be corrected. Correction of defects detected and reported after the acceptance period will be compensated for by the Contractor.

**(Contractor)** further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. **(Contractor)** agrees to waive all claims against ACI resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than ACI.

Our CADD documents (graphic files) have been drawn to ACI criteria and may not conform to **(Contractor)** drafting standards.

**(Contractor)** further understand that many of the final issued contract document drawings, which were CADD produced, contain some manually drafted information. Obviously, the CADD files being delivered to you will not contain this manually drafted information. Addendum and other project revisions may or may not be represented in these files and it is the contractors responsibility to verify this.

It is also understood by **(Contractor)** that these CADD graphic files are only part of the Drawings, Specifications and other documents prepared by ACI for this project; and may not indicate the complete scope of work required by the Contract.

The use of these files does not relieve **(Contractor)** or your subcontractors, of the responsibility of providing complete and coordinated drawings, in accordance with the provisions of the Construction Contract.

In addition, **(Contractor)** agrees, to the fullest extent permitted by law, to indemnify and hold ACI harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than ACI or from any reuse of the drawings and data without the prior written consent of ACI.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by **(Contractor)** be deemed a sale by ACI, and ACI makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.



**ALLEN**  
CONSULTING  
INCORPORATED

110 N. Mercedes Dr  
Norman, OK 73069  
(405) 447-2282  
acimep.com

Engineering, Planning and Energy Consultants

**Accepted for the Contractor:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

## Waiver, Release and Indemnity Agreement

Whereas, Horner Associates Engineers, Inc., hereinafter "Engineer" has utilized certain electronic CADD files in preparation of drawings for the North Base Complex – Phase 2, Norman, OK on behalf of the Owner City of Norman, and

Whereas, \_\_\_\_\_(contractor name), hereinafter "Contractor", desires to obtain copies on magnetic disk of certain of the Engineer computer aided drafting (CADD) files, hereinafter, "Electronic Media," and

Whereas, Engineer is the sole owner of said Electronic Media and is willing to provide copies for the convenience of Contractor only under certain express conditions of understanding, acknowledgment and covenants of protection, which Contractor accepts without reservation and covenants as hereinafter provided without qualification.

Now Therefore, Engineer and Contractor agree as follows:

1. **ACKNOWLEDGMENT AND LIMITATIONS:** It is acknowledged that (1) Engineer's instruments of professional Services are the hard copy drawings and specifications issued and scaled by Engineer hereinafter "Instruments," (2) the Electronic Media are not substitutions for said Instruments, (3) differences may exist between said Instruments and the Electronic Media which Engineer is under no obligation to discover or disclose if known, (4) the Electronic Media may be incompatible with the Contractor's software and hardware configurations. In all ways, including those enumerated, Contractor accepts the Electronic Media "as is" and Engineer is under no obligation to correct update for changes, enhance or maintain the Electronic Media for Contractor. Engineer does not represent or warrant that the Electronic Media as now being complete, free from defects, or accurate nor in the future. It is acknowledged, finally, that no client relationship or duty is created by or through this instrument between Engineer and Contractor.
2. **WAIVER AND RELEASE:** Contractor accepts all risk of incomplete, inaccurate, defective and variant information contained in the Electronic Media, and waives, quits, and forever discharges and releases Engineer and their officers, directors, employees and successors from every claim arising out of, or related to, any error, discrepancy, inaccuracy, variation or other defect in the Electronic Media, whether or not resulting in whole or in part from an act, error or omission of Engineer and whether or not such claim is known or unknown as of the date of this waiver and release.
3. **REUSE:** The Electronic Media is not suitable for reuse in any way, without complete verification by an appropriate Engineer on any project, including without limitation, additions, or extensions of the projects identified to the Electronic Media. Engineer does not authorize release of the Electronic Media to any person or party, and Contractor agrees and covenants not to release the Electronic Media to any other party.
4. **INDEMNIFICATION:** Use of the Electronic Media shall be at the sole risk of the Contractor and without liability or legal exposure to Engineer: further, Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold the Engineer and its officers, directors, employees and successors harmless from all claims, damages, including bodily injury or death, losses and expenses, including attorneys fees, arising out of or resulting in whole or in part from the use of the Electronic Media.
5. **COPYRIGHT:** Engineer claims the copyright to the Electronic Media, reserves same, and release of copies to Contractor shall not be construed as publication in derogation of Engineer's reserved rights.
6. **DISPUTES:** Due to the risk of damage, anomalies in transcription of copying and

modification during use by Contractor whether intended or otherwise, it is agreed that the Engineer's archived copy of the Electronic Media if Engineer chooses to maintain same shall be conclusive, un rebuttable proof in all disputes over the content of the Electronic Media furnished to Contractor by this Agreement.

Wherefore, the parties have signed this Release, Waiver and Indemnity Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(company)  
(name)

Engineer

Horner Associates Engineers, Inc.  
Julian D. Horner

  
\_\_\_\_\_